

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF TEXAS
BEAUMONT DIVISION

WAYNE CHADWICK,

Plaintiff,

v.

STATE FARM FIRE AND CASUALTY CO.,

Defendant.

1 : 09 CV 0927

CIVIL ACTION NO. 1:09 CV-

FILED
U.S. DISTRICT COURT
EASTERN DISTRICT OF TEXAS

OCT 26 2009

PLAINTIFF'S ORIGINAL COMPLAINT

DAVID J. MALAND, CLERK
BY DEPUTY *John M. Minn*

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW WAYNE CHADWICK, plaintiff, and for his cause of action against defendant states as follows:

1. This is a civil action for the recovery of damages arising from defendant's failure to pay flood insurance benefits to plaintiff.

I
Parties

2. Plaintiff is a citizen of the United States who maintains his principal residence in Jefferson County, Texas.

3. Defendant STATE FARM FIRE AND CASUALTY COMPANY is a company engaged in the business of insurance in the State of Texas. It may be served with process at its registered attorney for service of process in the State of Texas: Shyama Terry, Vpo, 8900 Amberglen Blvd., Austin, Texas 78729-2009.

II.
Jurisdiction and Venue

4. This court has subject matter jurisdiction under 42 U.S.C. §4072. Venue in this court is proper because plaintiff is a resident-citizen of the Eastern District of Texas, and defendant is subject to the jurisdiction of this court.

III.
General Allegations

5. Plaintiff's insured property is located in Beaumont, Texas.

6. At the time of the losses claimed herein, the insured property was covered by a flood policy issued by defendant.

7. At all times relevant to this action plaintiff has been the named insured on the flood policy.

8. Defendant has failed and refused to pay plaintiff's claims in full.

9. Plaintiff has provided defendant with notice under the TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 38.002.

IV.
Breach of Contract
(policy benefits)

Plaintiff incorporates the factual allegations in Part III of this Complaint as if set forth in full.

10. Plaintiff is entitled to recover policy benefits for his claims.

11. Plaintiff has complied with all terms and conditions of the policy issued by defendant.

12. Defendant has failed to perform its obligations under the policy of insurance sold to plaintiff.

13. As a consequence of the breach, plaintiff has suffered, and continues to suffer, damages; including, but not limited to, policy benefits, interest at the statutory rate provided for the prompt payment of claims, attorney fees and such other and consequential damages as may be proved at trial.

V.
Discovery Rule

Plaintiff affirmatively pleads the discovery rule with respect to those causes of action to which, by law, the rule applies.

Prayer for Relief

BASED ON THE FOREGOING AND SUCH OTHER AND FURTHER PROOF AS MAY BE OFFERED AT TRIAL, plaintiff requests that he recover the following damages against defendant:

- A. Actual and consequential damages;
- B. Interest and attorney fees as allowed for a violation of the prompt payment provisions of the Texas Insurance Code;
- C. Pre-judgment interest as provided by law;
- D. Post-judgment interest as provided by law;
- E. Costs of suit; and,
- F. Such other and further relief as to the Court may seem just and proper.

Respectfully submitted,

REAUD, MORGAN & QUINN, L.L.P.

By: Tom N. Kiehnhoff

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ATTORNEYS FOR PLAINTIFF

PLAINTIFF RESPECTFULLY REQUESTS A TRIAL BY JURY.